



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0016

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLE
COMMISSIONER

May 20, 2004
Subject: Hancock
Project No. STP-9191(10)X &
SB-ME-03(005)
PIN 9191.10 & 12202.04
Bid Amendment No. 3

Dear Sir/Ms.:

Please make the following changes to your Bid Package:

On the "Notice to Contractors", second Paragraph, add the following:
Project No.SB-ME-03(005), PIN 12202.04.

Make this change in pen and ink.

Delete in its entirety the "Schedule of Items" dated 040415 eight pages total, and replace with the attached "Schedule of Items" dated 040514 eight pages total.

Delete in its entirety the first and third page of the "Contract Agreement, Offer and Award" (both copies) and replace with the attached first and third page of "Contract Agreement, Offer and Award" (both copies).

Delete in its entirety "Special Provision (Consolidated Special Provisions)" Dated March 24, 2004, twelve pages total, and replace with the attached "Special Provision (Consolidated Special Provisions)" dated May 19, 2004, fifteen pages total.

Add the attached one page, entitled "Special Provision Section 403 Hot Mix Asphalt Overlay" dated April 5, 2004.



PRINTED ON RECYCLED PAPER

Add the attached two pages entitled "Special Provision Section 656 Temporary Soil Erosion and Water Pollution Control" dated January 26, 2004.

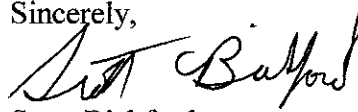
Add the attached one page entitled "Permit by Rule Notification Form"
PIN: 9191.10 & 12202.04.

Please make the following changes to the Plan Sheets:

Add the attached plan sheets entitled "Scenic Turnout" Project No. SB-ME-03(005), three pages total.

Consider these changes prior to submitting your bid on May 26, 2004.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Bickford", written in a cursive style.

Scott Bickford

Contracts & Specifications Engineer

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 009191.10

PROJECTS

STP-9191 (10) X

SB-ME-03 (005)

COUNTY : HANCOCK

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 009191.10

PROJECT(S): STP-9191(10)X

SB-ME-03(005)

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
SECTION 0001 HIGHWAY ITEMS				
0010	201.11 CLEARING	0.800		
		HA		
0020	201.23 REMOVING SINGLE TREE TOP ONLY	18.000		
		EA		
0030	201.24 REMOVING STUMP	18.000		
		EA		
0040	203.20 COMMON EXCAVATION	21650.000		
		M3		
0050	203.21 ROCK EXCAVATION	1420.000		
		M3		
0060	203.2312 HEALTH AND SAFETY PLAN	LUMP	LUMP	
0070	203.2333 DISPOSAL OF SPECIAL EXCAVATION	50.000		
		MG		
0080	203.25 GRANULAR BORROW	50.000		
		M3		
0090	206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE	135.000		
		M3		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 009191.10

PROJECT(S): STP-9191(10)X

SB-ME-03(005)

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0100	206.07 STRUCTURAL ROCK EXCAVATION - DRAINAGE AND MINOR STRUCTURES	100.000 M3		
0110	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	15050.000 M3		
0120	403.207 HOT MIX ASPHALT 19.0 MM NOMINAL MAX SIZE	2415.000 MG		
0130	403.208 HOT MIX ASPHALT 12.5 MM, SURFACE	1730.000 MG		
0140	403.209 HOT MIX ASPHALT 9.5 MM(SIDEWALKS,DRIVES, INCIDENTAL)	120.000 MG		
0150	403.213 HOT MIX ASPHALT 12.5 MM, BASE	1665.000 MG		
0160	409.15 BITUMINOUS TACK COAT APPLIED	1900.000 L		
0170	534.71 PRECAST CONCRETE BOX CULVERT	LUMP	LUMP	
0180	603.159 300 MM CULVERT PIPE OPTION III	45.000 M		
0190	603.16 375 MM CULVERT PIPE OPTION I	150.000 M		
0200	603.179 450 MM CULVERT PIPE OPTION III	18.000 M		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 009191.10

PROJECT(S): STP-9191(10)X

SB-ME-03(005)

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0210	603.19 600 MM CULVERT PIPE OPTION I	12.000 M		
0220	603.199 600 MM CULVERT PIPE OPTION III	26.000 M		
0230	603.209 750 MM CULVERT PIPE OPTION III	20.000 M		
0240	603.733 REMOVE AND RELAY 750 MM METAL PIPE	7.300 M		
0250	604.092 CATCH BASIN TYPE B1-C	3.000 EA		
0260	604.244 CATCH BASIN TYPE F4	1.000 EA		
0270	605.09 150 MM UNDERDRAIN TYPE B	370.000 M		
0280	605.10 150 MM UNDERDRAIN OUTLET	20.000 M		
0290	605.11 300 MM UNDERDRAIN TYPE C	140.000 M		
0300	606.23 GUARDRAIL TYPE 3C - SINGLE RAIL	121.920 M		
0310	606.35 GUARDRAIL DELINEATOR POST	10.000 EA		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 009191.10

PROJECT(S): STP-9191(10)X

SB-ME-03(005)

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0320	606.47 SINGLE WOOD POST	6.000 EA		
0330	606.79 GUARDRAIL 350 FLARED TERMINAL	4.000 EA		
0340	609.11 VERTICAL CURB TYPE 1	255.000 M		
0350	609.12 VERTICAL CURB TYPE 1 - CIRCULAR	185.000 M		
0360	609.234 TERMINAL CURB TYPE 1 - 1.2 METER	8.000 EA		
0370	609.31 CURB TYPE 3	490.000 M		
0380	610.08 PLAIN RIPRAP	30.000 M3		
0390	610.18 STONE DITCH PROTECTION	60.000 M3		
0400	612.06 BITUMINOUS SEALING - BLACK	130.000 M2		
0410	613.319 EROSION CONTROL BLANKET	3530.000 M2		
0420	615.07 LOAM	795.000 M3		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 009191.10

PROJECT(S): STP-9191(10)X

SB-ME-03(005)

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0430	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	41.000 UN		
0440	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	64.000 UN		
0450	618.1411 SEEDING METHOD NUMBER 3 - PLAN QUANTITY	55.000 UN		
0460	618.25 APPLIED WATER	30.000 M3		
0470	619.1201 MULCH - PLAN QUANTITY	195.000 UN		
0480	620.58 EROSION CONTROL GEOTEXTILE	280.000 M2		
0490	621.031 EVERGREEN TREES (1200 MM - 1500 MM) GROUP A	2.000 EA		
0500	621.12 SMALL DECIDUOUS TREES (1500 MM - 1800 MM) GROUP A	6.000 EA		
0510	627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE (PLAN QUANTITY)	5030.000 M		
0520	627.75 WHITE OR YELLOW PAVEMENT AND CURB MARKING	25.000 M2		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 009191.10

PROJECT(S): STP-9191(10)X
SB-ME-03(005)

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0530	627.76 TEMPORARY PAVEMENT MARKING LINE, WHITE OR YELLOW	LUMP	LUMP	
0540	629.05 HAND LABOR, STRAIGHT TIME	50.000 HR		
0550	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	10.000 HR		
0560	631.132 SMALL BULLDOZER (INCLUDING OPERATOR)	20.000 HR		
0570	631.14 GRADER (INCLUDING OPERATOR)	10.000 HR		
0580	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	20.000 HR		
0590	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	10.000 HR		
0600	631.20 STUMP CHIPPER (INCLUDING OPERATOR)	10.000 HR		
0610	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	10.000 HR		
0620	637.071 DUST CONTROL	LUMP	LUMP	
0630	639.18 FIELD OFFICE TYPE A	1.000 EA		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 009191.10

PROJECT(S): STP-9191(10)X

SB-ME-03(005)

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0640	639.21 TESTING FACILITIES SOILS	LUMP	LUMP			
0650	652.38 FLAGGER	3000.000 HR				
0660	652.39 WORK ZONE TRAFFIC CONTROL	LUMP	LUMP			
0670	653.22 50 MM POLYSTYRENE PLASTIC INSULATION	20.000 M2				
0680	656.55 DUMPED STONE	20.000 M3				
0690	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0700	658.20 ACRYLIC LATEX COLOR FINISH, GREEN	25.000 M2				
0710	659.10 MOBILIZATION	LUMP	LUMP			
0720	660.21 ON-THE-JOB TRAINING (BID)	1000.000 HR				
	SECTION 0001 TOTAL					
	TOTAL BID					

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No's. **9191.10 & 12202.04** for **Highway Reconstruction and Intersection Improvements including Scenic Turnout** in the town of **Hancock**, County of **Hancock**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 26, 2004**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PINS. 9191.10 & 12202.04 - Highway Reconstruction & Intersection
Improvements including Scenic Turnout in the town of Hancock,**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

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The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 26, 2004**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

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State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

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SPECIAL PROVISION
(Consolidated Special Provisions)

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions - Closeout Documentation

Replace the sentence “A letter stating the amount.... DBE goals.” with “DBE Goal Attainment Verification Form”

SPECIAL PROVISION SECTION 102
DELIVERY OF BIDS
(Location and Time)

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows:
“After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

Delete the entire Section 104.5.9 and replace with the following:

104.5.9 Landscape Subcontractors The Contractor shall retain only Landscape Subcontractors that are certified by the Department’s Environmental Office Landscape Unit.

SPECIAL PROVISION SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

105.6.1 Department Provided Services The Department will provide the Contractor with the description and coordinates of vertical and horizontal control points, set by the Department, within the Project Limits, for full construction Projects and other Projects where survey control is necessary. For Projects of 1,500 feet in length, or less: The Department will provide three points. For Projects between 1,500 and 5,000 feet in length: The Department will provide one set of two points at each end of the Project. For Projects in excess of 5,000 feet in length, the Department will provide one set of two points at each end of the Project, plus one additional set of two points for each mile of Project length. For non-full construction Projects and other Projects where survey control is not necessary, the Department will not set any control points and, therefore, will not provide description and coordinates of any control points. Upon request of the Contractor, the Department will provide the Department's survey data management software and Survey Manual to the Contractor, or its survey Subcontractor, for the exclusive use on the Department's Projects.

105.6.2 Contractor Provided Services Utilizing the survey information and points provided by the Department, described in Subsection 105.6.1, Department Provided Services, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not be limited to, reestablishing all points provided by the Department, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work. When the Work is to connect with existing Structures, the Contractor shall verify all dimensions before proceeding with the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Department of any errors or inconsistencies regarding the data and layout provided by the Department as provided by Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered.

105.6.2.1 Survey Quality Control The Contractor is responsible for all construction survey quality control. Construction survey quality control is generally defined as, first, performing initial field survey layout of the Work and, second, performing an independent check of the initial layout using independent survey data to assure the accuracy of the initial layout; additional iterations of checks may be required if significant discrepancies are discovered in this process. Construction survey layout quality control also requires written documentation of the layout

process such that the process can be followed and repeated, if necessary, by an independent survey crew.

105.6.3 Survey Quality Assurance It is the Department's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Department. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Department elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The Department will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Department.

105.6.4 Boundary Markers The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the Right-of-Way or abutting parcels that are outside the area that must be disturbed to perform the Work. The Contractor indemnifies and holds harmless the Department from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Section 104.3.11 - Responsibility for Property of Others.

SPECIAL PROVISION SECTION 106 QUALITY

106.6 Acceptance Add the following to paragraph 1 of A: "This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content."

Add the following to the beginning of paragraph 3 of A: "For pay factors based on Quality Level Analysis, and"

SPECIAL PROVISION SECTION 107 TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

SPECIAL PROVISION SECTION 108
PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words "...Delivered on or near the Work site at acceptable storage places."

SPECIAL PROVISION SECTION 109
CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: "There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s)."

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: "Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department"

109.4.4 Investigation / Adjustment In the third sentence, delete the words "subsections (A) - (E)"

109.7.2 Basis of Payment Replace with the following: "Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3-Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment."

109.7.3 Compensable Items Replace with the following: "The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor's Actual Costs.
5. Costs for extended job-site overhead.

6. Time.

7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F)."

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; "Equipment leased..."

Paragraph 6, change sentence 2 from "The Contractor may furnish..." to read "If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records."

Add the following paragraph; "Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs."

Add the following section;

"F. Subcontractor Quoted Work When accomplishing Force Account Work that utilizes Subcontractor quoted Work, the Contractor will be allowed a maximum markup of 5% for profit and overhead."

SPECIAL PROVISION SECTION 110
INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

The bond shall be in the full amount for all Pay Items for work pursuant to Sec 621, Landscape, payable to the "Treasurer - State of Maine," and on the Department's forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department's forms as solely determined by the Department.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period described in Special Provision 621.0036 - Establishment Period. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.”

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department’s self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by the bond, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety’s waiver of any right to deny or contest payment and the Surety’s acknowledgment that the claim is valid and undisputed.

SPECIAL PROVISION SECTION 401 HOT MIX ASPHALT PAVEMENT

401.18 Quality Control Method A & B Make the following change to paragraph a. QCP Administrator; in the final sentence, change “...certified as a Plant Technician or Paving Inspector...” to “...certified as a Quality Assurance Technologist...”

401.201 Method A Under a. Lot Size, add the following; ‘Each lot will be divided into a minimum of four sublots for mix properties and five sublots for percent TMD.’

SPECIAL PROVISION SECTION 402 PAVEMENT SMOOTHNESS

Add the following: “Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box.”

“402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If greater than one-half the normal lot size, it will be tested as a separate lot.”

SPECIAL PROVISION SECTION 502 STRUCTURAL CONCRETE

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: “For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80.....”

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: “For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will.....”

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: “Circumstances may arise, however, where the Department may”

SPECIAL PROVISION SECTION 504 REINFORCING STEEL

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: “...ASTM A 898/A 898 M...” to “...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and...”

SPECIAL PROVISION SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change “Steel Strand for Concrete Reinforcement” to “Steel Strand.” Add the following to the beginning of the third paragraph; “Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate....”

535.26 Lateral Post-Tensioning Replace the first paragraph; “A final tension...” with “Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force.”

SPECIAL PROVISION SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

“Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09”

SPECIAL PROVISION SECTION 605
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

In the first paragraph, second sentence, delete the words “metal pipe”.

SPECIAL PROVISION SECTION 615
LOAM

615.02 Materials Make the following change:

<u>Organic Content</u>	<u>Percent by Volume</u>
Humus	“5% - 10%”, as determined by Ignition Test

SPECIAL PROVISION SECTION 618
SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

SPECIAL PROVISION SECTION 620
GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the third sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

SPECIAL PROVISION SECTION 621
LANDSCAPING

621.0036 Establishment Period In paragraph 4 and 5, change “time of Final Acceptance” to “end of the period of establishment”. In Paragraph 7, change “Final Acceptance date” to “end of the period of establishment” and change “date of Final Acceptance” to “end of the period of establishment”.

SPECIAL PROVISION SECTION 626
HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

SPECIAL PROVISION SECTION 637
DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in

payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control."

SPECIAL PROVISION SECTION 639 **ENGINEERING FACILITIES**

639.04 Field Offices Change the forth to last paragraph from: "The Contractor shall provide a fully functional desktop copier..." to "...desktop copier/scanner..."

SPECIAL PROVISION SECTION 652 **MAINTENANCE OF TRAFFIC**

652.3.5 Installation of Traffic Control Devices In the first paragraph, first sentence; change "Signs shall be erected..." to "Portable signs shall be erected..." In the third sentence; change "Signs must be erected so that the sign face..." to "Post-mounted signs must also be erected so that the sign face..."

652.8.2 Other Items Replace the last paragraph with the following: "There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time."

SPECIAL PROVISION SECTION 656 **TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL**

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: "Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor's own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item."

SPECIAL PROVISION SECTION 703
AGGREGATES

703.06 Aggregate for Base and Subbase Delete the first paragraph: “The material shall have...” and replace with “The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [½ in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used.”

703.07 Aggregates for HMA Pavements Delete the forth paragraph: “The composite blend shall have...” and replace with “The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO TP 58. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (March 2002 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used.”

703.22 Underdrain Backfill Material Change the first paragraph from “...for Underdrain Type B...” to “...for Underdrain Type B and C...”

SPECIAL PROVISION SECTION 709
REINFORCING STEEL AND WELDED STEEL WIRE FABIC

709.03 Steel Strand Change the second paragraph from “...shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)...” to “...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)...”

SPECIAL PROVISION SECTION 712
MISCELLANEOUS HIGHWAY MATERIALS

Add the following:

“712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M111.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20

foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture. Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [½ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [¾ in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

SPECIAL PROVISION SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.05 Mulch Binder. Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

Hancock
Pin#12202.04
Scenic Byway Parking Area
April 5, 2004

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT OVERLAY

Desc. of Course	Grad. Design	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
<u>Parking Area</u>						
Wearing	12.5mm	403.208	N/A	45 mm	1	4,7
Base	19.0mm	403.207	N/A	60 mm	1	4,7,11.15

COMPLEMENTARY NOTES

4. The design traffic level for mix placed shall be 0.3 to <3 million ESALS.
7. Section 106.6 Acceptance, (1) Method A.
11. A mixture meeting the gradation of 12.5 mm hot mix asphalt may be used at the option of the contractor.
15. Any base or binder mix left exposed to traffic over the winter shall have a layer of 12.5 mm mix substituted for the 19mm mix. If this substitution is made, the specified layers may need to be modified, as approved by the Resident.

Tack Coat

A tack coat of emulsified asphalt, RS-1 or HFMS-1, Item #409.15 shall be applied to any existing pavement at a rate of approximately 0.08 L/m², and on milled pavement approximately 0.2 L/m², prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim / intermediate course and the surface course, at a rate not to exceed 0.08 L/m².

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

The following is added to Section 656 regarding Project Specific Information and Requirements. All references to the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.)

Procedures specified shall be according to the BMP Manual unless stated otherwise.

Any and all references to "bark mulch" or "composted bark mix" shall be a reference to "Erosion Control Mix" in accordance with *Standard Specification, Section 619 - Mulch*.

Project Specific Information and Requirements

The following information and requirements apply specifically to this Project. The temporary soil erosion and water pollution control measures associated with this work shall be addressed in the SEWPCP.

- 1) This project is in the Taunton Bay watershed, a portion of which is listed as a Class SA Estuary and is considered **SENSITIVE** in accordance with the BMP Manual. The Contractor's SEWPCP shall comply with Section II.B., Guidelines for Sensitive Waterbodies in the BMP Manual.
- 2) Newly disturbed earth shall be mulched by the end of each workday. Mulch shall be maintained on a daily basis.
- 3) The SEWPCP shall describe the location and method of temporary erosion and sediment control for existing and proposed catch basins, outlet areas and culvert inlets and outlets.
- 4) **If water is flowing within the drainage system, the water shall be diverted to a stable area or conduit and work shall be conducted in the dry.** The Contractor's plan shall address when and where the diversions will be necessary.
- 5) Dust control items other than those under *Standard Specification, Section 637 – Dust Control*, if applicable, shall be included in the plan.
- 6) Permanent slope stabilization measures shall be applied within one week of the last soil disturbance.

SPECIAL PROVISION
SECTION 656

Temporary Soil Erosion and Water Pollution Control

- 7) Permanent seeding shall be done in accordance with *Standard Specification, Section 618 - Seeding* unless the Contract states otherwise.
- 8) Culvert inlet and outlet protection shall be installed within 48 hours of culvert installation, or prior to a storm event, whichever is sooner.
- 9) After November 1 the Contractor shall use winter stabilization methods, such as Erosion Control Mix as specified in *Standard Specification, Section 619 - Mulch*. If required, spring procedures for permanent stabilization shall also be described in the plan. Use of this product for over-winter temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75.
- 10) All disturbed ditches shall be stabilized by the end of each workday. Stabilization shall be maintained on a daily basis.
- 11) Erosion control blanket shall be installed in the bottoms of all ditches except where a stone lining is planned. Seed shall be applied prior to the placement of the blanket.
- 12) If check dams are used, they shall be constructed of stone in accordance with BMP Manual, Section 9. *Hay Bale Temporary Check Dams* **are not allowed**. Delete all reference to them in Section 9.
- 13) If a cofferdam sedimentation basin is used, it shall be located in an upland area where the water can settle and sink into the ground or be released slowly to the resource in a manner that will not cause erosion. The location of such a cofferdam sedimentation basin shall be addressed in the SEWPCP.

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP)
PERMIT BY RULE NOTIFICATION FORM
(For use with DEP Regulation, Chapter 305)

■ MDOT PIN: 9191.10 &
12202.04

Name of Applicant: State of Maine Department of Transportation Name of Contact: David Gardner
Mailing Address: 16 Station State House Town/City: Augusta State: Me. Zip Code: 04330-0016
Daytime Telephone #: (207)-624-3105 Name of Wetland, Water Body or Stream: unnamed stream

Detailed Directions to Site: This Route 1 project begins .19 mile west of the Sullivan T.L. and extends westerly .92 miles.

Town/City: Hancock

Map #: N/A

Lot #: N/A

County: Hancock

Description of Project: This is a highway improvement project, involving an intersection realignment, ditching, road widening and a culvert extension. A scenic turnout will also be created on property owned by the Department of Transportation. The project will be performed in accordance with erosion control measures conforming with the latest versions of the *State of Maine Department of Transportation Standard Specifications for Highways and Bridges* and the *Department of Transportation's Best Management Practices for Erosion and Sediment Control*.

Part of a larger project? ☐ Yes ☒ No

(CHECK ONE) This project... ☒ does ☐ does not ...involve work below mean low water.

I am filing notice of my intent to carry out work which meets the requirements for Permit By Rule (PBR) under DEP Regulation, Chapter 305. I have a copy of PBR Sections checked below. I have read and will comply with all of the standards.

- | | | |
|---|---|---|
| <input type="checkbox"/> Sec. (2) Soil Disturbance | <input type="checkbox"/> Sec. (8) Shoreline stabilization | <input type="checkbox"/> Sec. (14) Piers, Wharves & Pilings |
| <input type="checkbox"/> Sec. (3) Intake Pipes | <input type="checkbox"/> Sec. (9) Utility Crossing | <input type="checkbox"/> Sec. (15) Public Boat Ramps |
| <input type="checkbox"/> Sec. (4) Replacement of Structures | <input type="checkbox"/> Sec. (10) Stream Crossing | <input type="checkbox"/> Sec. (16) Coastal Sand Dune Projects |
| <input type="checkbox"/> Sec. (5) REPEALED | <input checked="" type="checkbox"/> Sec. (11) State Transport. Facilities | <input type="checkbox"/> Sec. (17) Transfers/Permit Extension |
| <input type="checkbox"/> Sec. (6) Movement of Rocks or Vegetation | <input type="checkbox"/> Sec. (12) Restoration of Natural Areas | <input type="checkbox"/> Sec. (18) Maintenance Dredging |
| <input type="checkbox"/> Sec. (7) Outfall Pipes | <input type="checkbox"/> Sec. (13) F&W Creation/Enhance/Water Quality Improvement | |

I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules. I also understand that **this permit is not valid until approved by the Department or 14 days after receipt by the Department, whichever is less.**

I have attached all of the following required submittals. **NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS:**

- A \$55 (non-refundable) payment shall be done by internal billing.
- Attach a U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.
- ☐ Attach photographs showing existing site conditions (unless not required under standards).

Signature of Applicant: _____

John E. Dority, Chief Engineer

Date: _____

03/01/04

Keep the bottom copy as a record of permit. Send the form with attachments via certified mail to the Maine Dept. of Environmental Protection **at the appropriate regional office listed below.** The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. Permits are valid for two years. **Work carried out in violation of any standard is subject to enforcement action.**

AUGUSTA DEP STATE HOUSE STATION 17 AUGUSTA, ME 04333-0017 (207)287-2111 PORTLAND DEP 312
CANCO ROAD PORTLAND, ME 04103 (207)822-6300 BANGOR DEP 106 HOGAN ROAD BANGOR, ME
04401 (207)941-4570 PRESQUE ISLE DEP 1235 CENTRAL DRIVE PRESQUE ISLE, ME 04769 (207)764-0477

OFFICE USE ONLY
PBR # FP

Ck.#

Date

Staff

Acc. Date

Staff

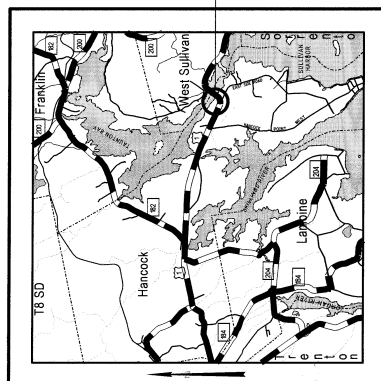
Def. Date

After Photos

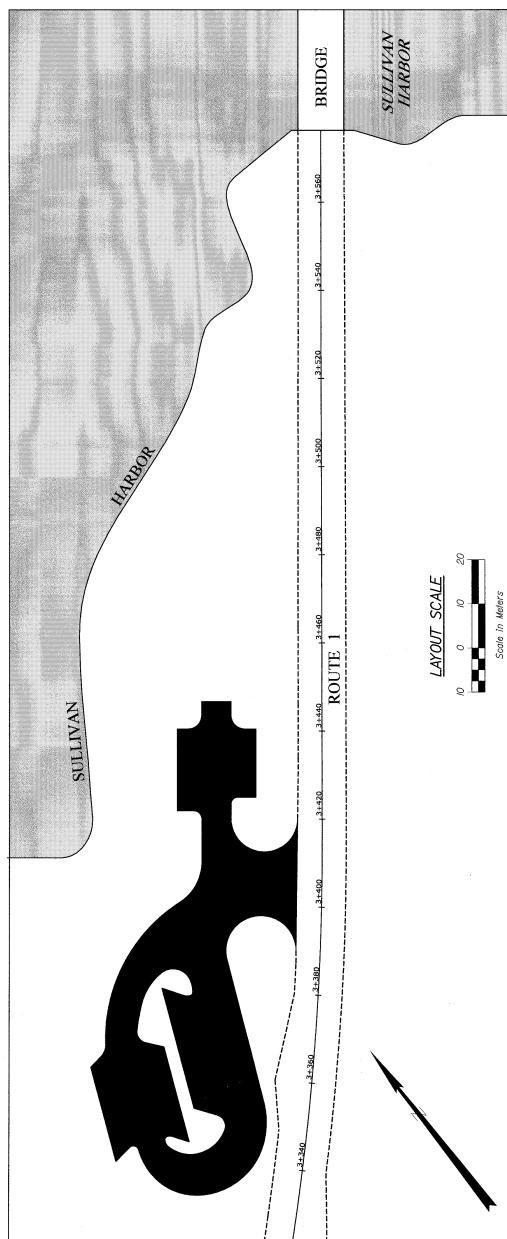
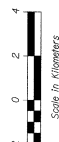
HANCOCK
HANCOCK COUNTY

ROUTE 1
PROJECT # SB - ME - 03 (005)
PROJECT LENGTH : 0.116 km
SCENIC TURNOUT

<u>Description</u>	<u>Sheet No.</u>
Title Sheet	1
Plan Sheet	2
Estimated Quantities	3
Geometric Notes	3



A PORTION OF HANCOCK COUNTY



LAYOUT SCALE

Scale in Meters

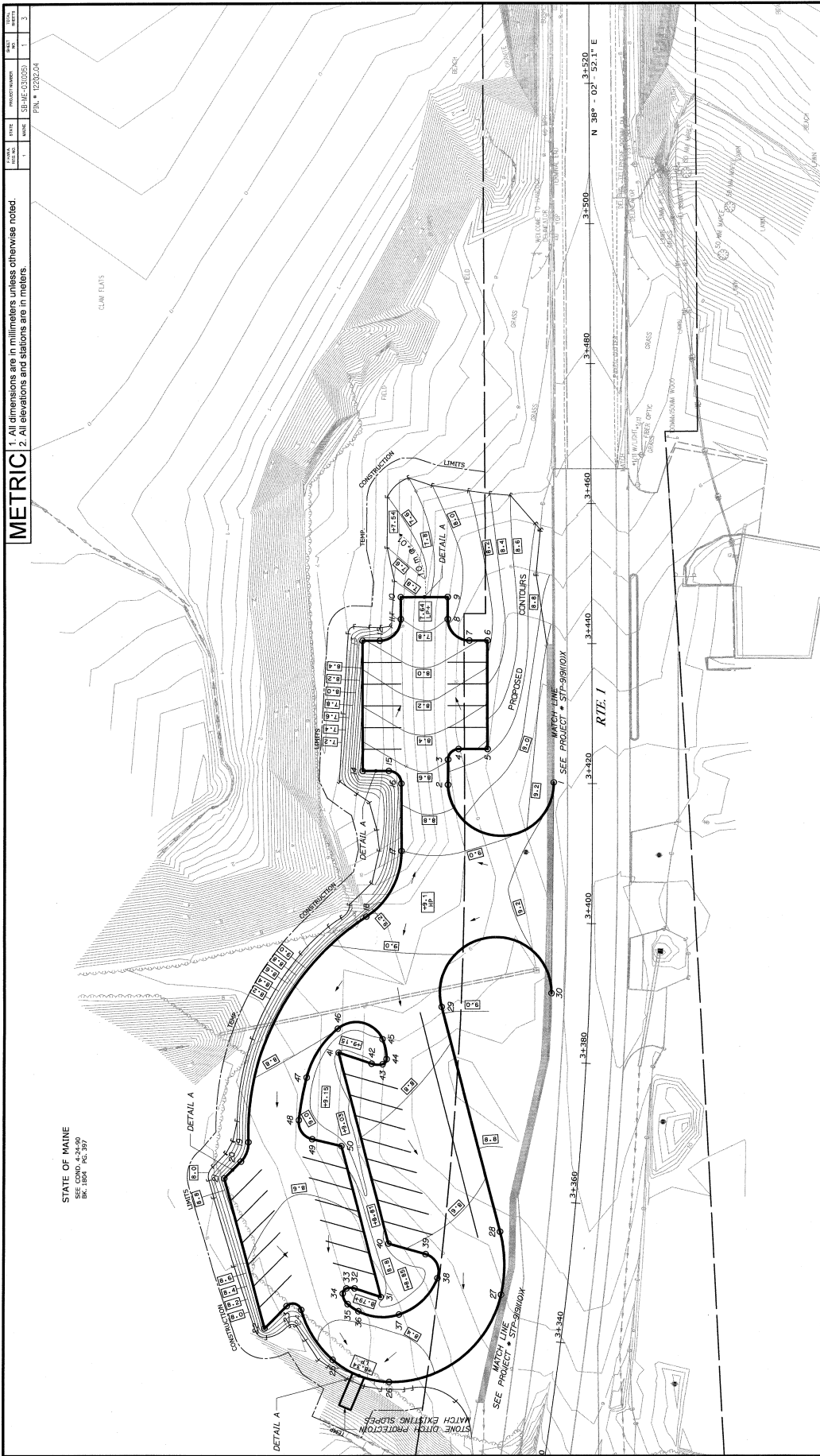
ESTIMATED QUANTITIES		
ITEM NO.	DESCRIPTION	QUANTITY
203.20	COMMON EXCAVATION	UNIT
304.00	AGG SUBB COURSE - GRAVEL	650 M3
403.20	HOT MIX ASPHALT 19.0 MM	350 M3
403.20	HOT MIX ASPHALT 12.5 MM SURFACE	275 M3
608.00	VERT CURB TYPE 1 - CIRCULAR	8 M
608.24	TERMINAL CURB TYPE 1 - 1/2 M	EA
613.39	EROSION CONTROL BLANKET	30 M2
614.00	LANDSCAPING METHOD NUMBER 1 - PLAN QUANTITY	180 M3
614.00	MULCH - PLAN QUANTITY	18 M
627.71	WH OR YELL PAINT PAINT MKR LINE (PL QUAD)	230 M

CONTROL POINTS FOR				
POINT	STATION	OFFSET	X-COORD	Y-COORD
1	34420.186	5.577	321014.027	95449.436
2	34420.186	20.000	321014.027	95449.436
3	34420.186	20.000	321014.027	95449.436
4	34420.186	19.133	321014.027	95449.436
5	34420.186	15.000	321014.027	95449.436
6	34420.186	15.000	321014.027	95449.436
7	34420.186	15.000	321014.027	95449.436
8	34420.186	15.000	321014.027	95449.436
9	34420.186	15.000	321014.027	95449.436
10	34420.186	15.000	321014.027	95449.436
11	34420.186	15.000	321014.027	95449.436
12	34420.186	15.000	321014.027	95449.436
13	34420.186	15.000	321014.027	95449.436
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15	34420.186	15.000	321014.027	95449.436
16	34420.186	15.000	321014.027	95449.436
17	34420.186	15.000	321014.027	95449.436
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19	34420.186	15.000	321014.027	95449.436
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21	34420.186	15.000	321014.027	95449.436
22	34420.186	15.000	321014.027	95449.436
23	34420.186	15.000	321014.027	95449.436
24	34420.186	15.000	321014.027	95449.436
25	34420.186	15.000	321014.027	95449.436
26	34420.186	15.000	321014.027	95449.436
27	34420.186	15.000	321014.027	95449.436
28	34420.186	15.000	321014.027	95449.436
29	34420.186	15.000	321014.027	95449.436
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31	34420.186	15.000	321014.027	95449.436
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33	34420.186	15.000	321014.027	95449.436
34	34420.186	15.000	321014.027	95449.436
35	34420.186	15.000	321014.027	95449.436
36	34420.186	15.000	321014.027	95449.436
37	34420.186	15.000	321014.027	95449.436
38	34420.186	15.000	321014.027	95449.436
39	34420.186	15.000	321014.027	95449.436
40	34420.186	15.000	321014.027	95449.436
41	34420.186	15.000	321014.027	95449.436
42	34420.186	15.000	321014.027	95449.436
43	34420.186	15.000	321014.027	95449.436
44	34420.186	15.000	321014.027	95449.436
45	34420.186	15.000	321014.027	95449.436
46	34420.186	15.000	321014.027	95449.436
47	34420.186	15.000	321014.027	95449.436
48	34420.186	15.000	321014.027	95449.436
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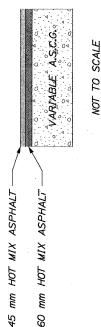
CURVE DATA				
PT.	TO	PT.	RADIUS	LENGTH
1	10	2	7.5360	23.5183
2	10	4	3.0000	4.2926
3	10	6	3.0714	4.8245
4	10	8	1.8627	1.8588
5	10	10	36.5598	38.0537
6	10	12	1.8627	1.8588
7	10	14	3.0714	4.8245
8	10	16	3.0000	4.2926
9	10	18	7.5360	23.5183
10	10	20	1.8627	1.8588
11	10	22	3.0714	4.8245
12	10	24	3.0000	4.2926
13	10	26	7.5360	23.5183
14	10	28	1.8627	1.8588
15	10	30	3.0714	4.8245
16	10	32	3.0000	4.2926
17	10	34	7.5360	23.5183
18	10	36	1.8627	1.8588
19	10	38	3.0714	4.8245
20	10	40	3.0000	4.2926
21	10	42	7.5360	23.5183
22	10	44	1.8627	1.8588
23	10	46	3.0714	4.8245
24	10	48	3.0000	4.2926
25	10	50	7.5360	23.5183

DATE	BY	REVISION	PROJECT NUMBER	SHEET NUMBER	TOTAL SHEETS
12/22/2024	MARK POULIN	1	SR-02-03070	1	3

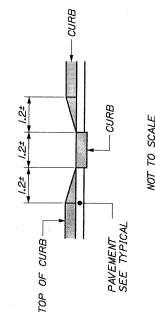
METRIC
 1. All dimensions are in millimeters unless otherwise noted.
 2. All elevations and stations are in meters.



TYPICAL SECTION



DETAIL A



PROJECT DESIGN ENGINEER	DATE
BY	DATE
DESIGNED	DATE
IN-SPEC/REVIEWED	DATE
FIELD CHECKED	DATE
FIELD OWNERS	DATE